

REQUEST FOR BIDS

RADAR SPEED DISPLAY UNITS

RFB-14-035164



**CITY OF MARIETTA
PURCHASING DEPARTMENT
205 Lawrence Street
Marietta, Georgia
30060**

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INSTRUCTIONS TO BIDDER FOR INVITATION TO BID

ARTICLE 1 TIME AND DATE DUE

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until 11:00 A.M., Thursday, December 19, 2013 for the following:

RADAR SPEED DISPLAY UNITS FOR CITY OF MARIETTA/BLW RFB-14-035164

All bid requirements shall be in accordance with Specifications, Exhibit "C" (Pages S-1-S-4), dated November 11, 2013.

All pricing relative to this bid document shall be completed on the Bid Pricing Form, Exhibit "F" (Page BF-1) and attached hereto.

ARTICLE 2 OPENING LOCATION & TIME

This bid shall be opened at 11:00 A.M., Thursday, December 19, 2013 at the City of Marietta, Purchasing Department, First Floor, 205 Lawrence Street, Marietta, Georgia 30060.

ARTICLE 3 DELIVERY REQUIREMENTS

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the City of Marietta Purchasing Department for receipt on or before the above stated time and date. If a bid is sent by the U.S. Postal Service, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense. The bid opening time shall be strictly observed. Under no circumstances shall bid delivered after the specified time be considered.

ARTICLE 4 CLARIFICATION & ADDENDA

Each bidder shall examine all invitation for bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the

invitation to bid shall be made through Nancy Maynard, (770) 794-5696, the City of Marietta, Purchasing Department. The City shall not be liable for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for bid, the City shall attempt to notify all prospective bidders who have secured the same, however, it shall be the responsibility of each bidder prior to submitting their bid to contact the City of Marietta, Purchasing Department at (770) 794-5696 to determine if any addenda were issued and to make sure such addenda is a part of their bid. EACH BIDDER SHALL ACKNOWLEDGE IN ITS BID ALL ADDENDA RECEIVED.

ARTICLE 5 USE, CLARIFICATION AND RETURN OF DRAWINGS AND SPECIFICATIONS

All Drawings and Specifications for the work are the sole property of the Owner and intended solely for use in the work contemplated in such Drawings and Specifications. Except for a bidder whose bid is accepted, said Drawings and Specifications shall be returned in good condition immediately upon receipt of notification that a bid has been accepted or that no award of said bid shall be accepted.

If there are any discrepancies in, or omissions from, the Drawings or Specifications, or if the bidder is in doubt as to the true meaning of any part of the Contract Document, he shall request clarification from The Purchasing Department. Such request shall be in writing and shall be made not less than forty-eight hours prior to the time scheduled for the termination of bidding. Interpretations in response to inquiries for any bidder, clarifications or corrections issued in the form of addenda shall be mailed to each bidder. If the bidder fails to request clarification regarding methods of performing work or the material required, his bid shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

ARTICLE 6 BUSINESS LICENSE /OCCUPATIONAL LICENSE

The bidder shall provide appropriate proof of an Occupational Tax license

ARTICLE 7 SEALED & MARKED

**THREE SIGNED COPIES OF YOUR BID SHALL BE SUBMITTED
IN ONE SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:**

**REQUEST FOR BID
NO.RFB-13-035164
Radar Speed Display Units**

and addressed to: City of Marietta, Purchasing Department
205 Lawrence Street
Marietta, Georgia 30060
Attention: Nancy Maynard

Instructions to Bidders

ARTICLE 9 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone of the respective bidder (company, firm, partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid.

ARTICLE 9 BID EXPENSES

All expenses for making bids to the City are to be borne by the bidder.

ARTICLE 10 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for the opening of bid. Any bid not withdrawn shall, upon opening, constitute an irrevocable offer for a period of 60 days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Bid modifications shall be accepted from a bidder only if received prior to the scheduled bid opening, in writing, properly signed by the authorized representative of the bidder's (company, firm, partnership, individual). Bid modifications shall be submitted as referenced in Article No. 8 and clearly marked "BID MODIFICATIONS."

Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

ARTICLE 11 RESERVED RIGHTS

The City reserves the right to accept or reject any and or all bids, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-bid. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the City.

For each item or for all items combined, the bid of the lowest, experienced and responsive bidder shall be accepted, unless all bids are rejected. The lowest responsive bidder shall mean the bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to the quality of goods and/or services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for bid. To be a responsible bidder, the bidder shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements (by proven experience), and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and

Instructions to Bidders

credit which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any bidder to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

ARTICLE 12 APPLICABLE LAWS

Bidders shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

ARTICLE 13 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City of Marietta.

ARTICLE 14 COLLUSION

By offering a submission to this invitation for bid, the bidder certifies that the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid:

- 14.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- 14.2 Any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- 14.3 No attempt has been made or shall be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition;
- 14.4 The only person or persons interested in this bid, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his bid or in the contract to be entered into; and

- 14.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

ARTICLE 15 CONTRACT FORMS

Any agreement, contract or Purchase Order resulting from the acceptance of a bid shall be on forms provided by the City. Each bidder shall state in his bid, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

ARTICLE 16 NOTICE OF ACCEPTANCE

Owner shall notify the successful bidder of its acceptance of the bid by depositing an executed copy thereof in the United States mail. Such notice shall be sent by certified mail, with postage prepaid, to the name and address of such bidder as stated in the proposal. Unsuccessful bidders shall be notified first-class mail.

ARTICLE 17 BID FORMS, VARIANCES, ALTERNATES

Bids shall be submitted on attached City forms. **BIDDERS SHALL SUBMIT SIGNED BID FORMS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS BID IN TRIPLICATE WITH ORIGINAL SIGNATURES WHERE APPLICABLE.**

Bidders shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled **“EXHIBIT B”** Providing there have been no variances/exceptions or alterations attached to said bid, it shall be assumed that the bidder is meeting all requirement of the specifications. Alternate bids may or may not be considered at the sole discretion of the City.

ARTICLE 18 DISCOUNTS

Any and all discounts shall be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining awards.

ARTICLE 19 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make substitution to the specifications, bidder shall furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to City approval. Substitutions shall be approved only if

determined by the City to be equivalent to the specifications. A bid containing a substitution is not accepted until such time as it is approved by the City.

ARTICLE 20 TAXES

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. The City of Marietta does not intend to imply that a bidder has no independent tax liability.

ARTICLE 21 USE OF TRADE NAMES

Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids shall be accompanied with all descriptive information necessary for a thorough evaluation of the proposed materials, equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exception taken to the specifications.

Failure of any bidder to furnish this data shall be cause for rejection of specified item(s) to which it pertains.

ARTICLE 22 REGULATIONS, CODES AND STANDARDS

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply.

When applicable, and as required under the provisions of Georgia's Right-To-Know-Law, the manufacturer, importer or distributor of a toxic substance shall provide a material safety sheet with the bid.

ARTICLE 23 AUTHORIZED PRODUCTION REPRESENTATION

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product, shall be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it shall be presumed by the City that the bidder(s) is/are legally authorized to submit, and the successful bidder(s) shall be legally bound to perform according to the documents.

ARTICLE. 24 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964(78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit bids in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

ARTICLE 25 BID GUARANTEE (not required for this bid)

ARTICLE 26 CONFIRMATION ON BIDS

BIDDERS INTERESTED IN RECEIVING A COPY OF THE BID TABULATION/EVALUATION SHEET SHOULD ENCLOSE A STAMPED, SELF-ADDRESSED ENVELOPE WITH THEIR BID. ALLOW THIRTY (30) DAYS MINIMUM FOR A REPLY.

ARTICLE 27 INSURANCE Not Applicable

ARTICLE 28 INDEMNIFICATION, AND LIABILITY

B. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

C. LIMITATIONS OF LIABILITY

Owner shall not be liable in contract or in tort (including negligence) to Vendor, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

EXHIBIT A

Drug Free Work Place Certification

Identical Tie Bids - Preference shall be given to businesses with drug-free workplace program. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie bids shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.**
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in subsection (1).**
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later that five (5) days after such conviction.**
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

AUTHORIZED SIGNATURE

EXHIBIT B
ALTERATIONS /EXCEPTIONS

SPECIAL INSTUCTIONS: ALL ITEMS SHALL BE TYPED OR PRINTED

EXHIBIT C

Radar Speed Display Unit (RSDU)

Equipment:

- A. Equipment shall meet minimum Manual on Uniform Traffic Control Devices (MUTCD) standard
- B. Message Display meets the following physical requirements as a minimum:
 - 1. Provide two digit speed display on a flat black background with bright amber light emitting diodes (LEDs)
 - 2. Each digit contains either a seven-segment layout or matrix-style design. Each digit shall measure a minimum of twelve (12) inches in height per MUTCD
 - 3. Speed display visible from a distance of at least one-half (1/2) mile (800 m) and legible from a distance of at least 500 ft (150m) during both daytime and nighttime operations
 - 4. Display shall adjust for day and night operation automatically with a photocell
 - 5. LED technology displaying oncoming vehicle speeds in miles per hour (MPH) from 10 MPH (16 km/h) to 99 MPH (159 km/h)
 - 6. Equipped to alert motorist when they are traveling over the posted speed by flashing the traveling speed and static display when traveling speed is at or below the posted speed limit
 - 7. Equipment shall be capable of turning off the speed display or show “slow down” message if motorist speed is higher than user defined speed threshold over the posted speed limit
- C. Solar powered units shall meet the following criteria.
 - 1. The battery equipped with a battery controller to prevent over-charging and over dis-charging, and an external battery level indicator
 - 2. Unit equipped with a minimum of two, heavy duty, deep cycle batteries which shall power the unit 24 hours a day for a minimum of 3 days without assistance of the solar panel(s)
 - 3. Unit equipped with solar panel(s) which generates sufficient power to enable the system to continually recharge the batteries
 - 4. The battery, controller and power panel designed to be protected from external elements and vandalism
- D. The radar unit shall not be affected by normal radio transmissions and meet the following physical requirements as a minimum:
 - 1. The complete RSDU designed and certified to operate in ambient air temperatures ranging from -20° F (-29° C) to 140° F (60° C). The unit and its operation is not affected by adverse weather conditions
 - 2. Unit equipped with the manufacturer’s radar device that measures speed in miles per hour
 - 3. Radar device detecting the speed of oncoming vehicles only from a minimum distance of one-quarter (1/4) mile (400 m) and capable of accurately sensing speeds of 10 to 99 mph with over speed function that operates when a vehicle approaches over the posted speed limit

Mounting:

The RSDU will include hardware necessary to mount to a steel or aluminum pole. It is possible the city will purchase the RSDU exclusive of any individual or group of alternate bid items. The bid alternate for the pole shall be separated from the remaining costs for the RSDU and other bid alternates. The RSDU is entirely mounted on a steel or aluminum pole (black powder coated) meeting all of the following requirements

1. The equipment including solar panel and battery should be attached to a black, powder coated, steel or aluminum pole
2. The pole shall have a decorative base or skirt and finial at the top
3. The pole shall be mounted on a concrete base using anchor bolts and breakaway design. Poles sliding onto square posts are not acceptable. Anchor bolts shall be included in the bid price
4. The pole and all mounted equipment are structurally adequate for unlimited normal operation in wind velocities of up to 80 mph (130 kph). A letter is required from the pole manufacturer or vendor citing the pole is satisfactory for the intended use.
5. The pole height should be sufficient to allow minimum clearance of seven feet (7') from ground to bottom of the RSDU
6. The pole and preferably the foundation also should be reusable for installation at different location than its initial installation.

Data Collection:

The unit shall continuously collect and store traffic volume and speed data

1. Collect and store vehicle speeds in at least 15 minute intervals
2. Data should be easily reported in hourly, daily, weekly and monthly basis
3. Equipment shall store data for a minimum of 12 weeks
4. Data collection system should provide number and percent of speed limit violations
5. Data collection system should provide speed percentiles for 50%, 85% and 95%
6. The collected data should be formatted in charts and/or graphs so that reports can be generated for review.
7. Data collection should be easily retrieved without the use of proprietary hardware, with remote access preferred
8. Collected data shall have an option to export raw data showing the speed and time for each vehicle in a format similar to csv, asc, or other commonly used format

Data Retrieval:

The unit shall have the ability to use readily available non-proprietary equipment to download and report collected data. While the city may consider on-site downloads, there is interest in the bid alternate for site to site downloads that would allow data downloads directly from the RSDU to the Marietta Traffic Control Center.

Note: Cut sheets must be submitted for radar speed display unit, solar panel and battery as well as for the pole on which equipment is to be mounted. If the product intended to be supplied does not meet any of the listed requirements, please indicate so and use separate sheet if needed for explanation.

EXHIBIT F



**CITY OF MARIETTA/BOARD OF LIGHTS AND WATER
BID FORM FOR
RADAR SPEED DISPLAY UNITS
RFB- 14-035064**

Bid Alternate 1: Radar Speed Unit including solar panels, battery and signs

	Quantity	Total Price
Radar Speed Display (Driver Feedback) Signs, Solar Panels and Battery	20	
Shipping		

Bid Alternate 2: Bid alternate one plus pole and all mounting hardware necessary to complete installation.

	Quantity	Total Price
Bid Alternate 1 plus pole and mounting hardware	20	
Shipping		

Bid Alternate 3: Bid alternate two plus remote control of radar speed system from TCC (e.g. cellular). If there is monthly recurring fee, supplier shall include a 5-year plan in their bid

	Quantity	Total Price
Bid Alternate 2 plus remote control feature with minimum 5-year plan if there is recurring fee	20	
Shipping		

Bid Submitted by:

Company Name:

Address:

City, State, Zip:

Authorized Signature:

Print Name:

Telephone:

_____ Fax: _____

Date:
